

**SIDLEY & AUSTIN**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

CHICAGO  
LOS ANGELES  
NEW YORK

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WASHINGTON, DC 20006  
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LONDON  
SINGAPORE  
TOKYO

DEC 22 1993 -3 30 PM

WRITER'S DIRECT NUMBER

125th  
Anniversary  
1866-1991

December 22, 1993

RECORDATION NO. 18468 FILED 1425

INTERSTATE COMMERCE COMMISSION

DEC 22 1993 -3 30 PM

Office of the Secretary  
Recordations Unit  
Room 2303  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO. 18468 FILED 1425

DEC 22 1993 -3 30 PM

INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

DEC 22 3 20 AM '93

RECEIVED  
OFFICE OF THE  
SECRETARY

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are three original counterparts of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Amended and Restated Equipment Lease Agreement dated as of December 22, 1993, is a secondary document. The primary document to which this is connected is recorded under Recordation No. 18468. The names and addresses of the parties to such document are as follows:

Southern Pacific Transportation Company  
One Market Plaza, Room 666  
San Francisco, CA 94105

AT&T Commercial Finance Corporation  
44 Whippany Road  
Morristown, NJ 07962-1983

The second document, Amended and Restated Lease Supplement No. 1 dated December 22, 1993, is a secondary document. The primary document to which this is connected is recorded under Recordation No. 18468-A. The names and addresses of the parties to such document are as follows:

Southern Pacific Transportation Company  
One Market Plaza, Room 666  
San Francisco, CA 94105

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

December 22, 1993

Page 2

AT&T Commercial Finance Corporation  
44 Whippany Road  
Morristown, NJ 07962-1983

The third document, Amended and Restated Lease Supplement No. 2 dated December 22, 1993, is a secondary document. The primary document to which this is connected is recorded under Recordation No. 18468-B. The names and addresses of the parties to such document are as follows:

Southern Pacific Transportation Company  
One Market Plaza, Room 666  
San Francisco, CA 94105

AT&T Commercial Finance Corporation  
44 Whippany Road  
Morristown, NJ 07962-1983

The equipment affected by the documents consists of one hundred seventy-seven 100-ton, turn trough coil steel flat cars described in the Amended and Restated Lease Supplement No. 1 to the Amended and Restated Equipment Lease and twenty-six 100-ton quadruple hopper cars designed for rotary or bottom dump service specifically described in the Amended and Restated Lease Supplement No. 2 to the Amended and Restated Equipment Lease Agreement.

A filing fee of \$54.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

Amendment to and restatement of the Equipment Lease Agreement with Recordation No. 18468, dated as of December 22, 1993, and covering hopper and coil steel cars identified by the Lessee in the Lease Supplements.

Amendment to and restatement of Lease Supplement No. 1 with Recordation No. 18468-A, dated as of December 22, 1993 and covering coil steel cars identified by the Lessee in Schedule A thereto.

December 22, 1993  
Page 3

Amendment to and restatement of Lease Supplement No. 2  
with Recordation No. 18468-B dated December 22, 1993  
and covering hopper cars identified by the Lessee in  
Schedule A thereto.

Very truly yours,

A handwritten signature in black ink, appearing to read "G. Paul Moates", with a long horizontal line extending from the end of the signature.

G. Paul Moates

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

12/22/93

OFFICE OF THE SECRETARY

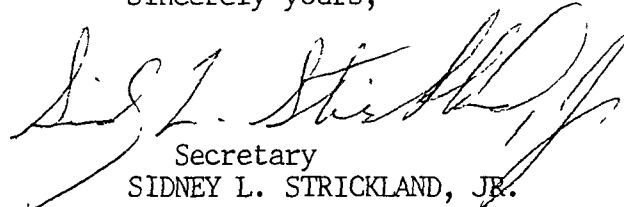
G. Paul Moates  
Sidley & Austin  
1722 Eye Street N.W.  
Washington, D.C. 20006

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 12/22/93 at 3:30pm, and assigned  
recordation number(s). 18468-D, 18468-E, 18468-F 18468-G & 18468-H

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

AMENDED AND RESTATED LEASE SUPPLEMENT NO. 1

RECORDATION NO. 18468 F  
DEC 22 1993 - 3 30 PM  
FILED 1425  
INTERSTATE COMMERCE COMMISSION

AMENDED AND RESTATED LEASE SUPPLEMENT No. 1, dated December 22, 1993 (this "Lease Supplement"), between AT&T Commercial Finance Corporation, a Delaware corporation ("Lessor"), and Southern Pacific Transportation Company, a Delaware corporation ("Lessee").

Lessor and Lessee have heretofore entered into that certain Amended and Restated Equipment Lease Agreement, dated as of December 22, 1993 (as amended and supplemented from time to time, the "Lease Agreement") relating to the lease of certain railcars by Lessor to Lessee. Capitalized terms used herein without definition shall have the respective meanings set forth in the Lease Agreement. The Lease Agreement provides for the execution and delivery from time to time of Lease Supplements for the purpose of leasing the Equipment under the Lease Agreement as and when delivered in accordance with the terms thereof. This Lease Supplement hereby amends and restates Lease Supplement No. 1 dated as of November 12, 1993 entered into by the Lessor and the Lessee pursuant to the Equipment Lease Agreement dated as of November 12, 1993 between the Lessor and the Lessee which was amended and restated by the Lease Agreement (as previously defined).

1. This Lease Supplement relates to the Items of Equipment described below and the Lease Agreement is made a part hereof.

2. This Lease Supplement is being filed for recordation with the Interstate Commerce Commission.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee under the Lease Agreement and hereunder and Lessee hereby accepts and leases from Lessor under the Lease Agreement and hereunder one hundred seventy-seven (177) 100-ton, twin trough coil steel flat cars manufactured by Thrall Car Manufacturing Company ("Seller") and identified on Schedule A hereto. Lessee acknowledges that Lessor has full right, title and interest of ownership in the Items of Equipment leased hereby, free and clear of any lien, claim, charge or other encumbrance created by Lessee or any Person claiming through Lessee other than the leasehold interest created in favor of Lessee pursuant to the Lease Agreement and hereunder.

2. The Commencement Date of the lease for the Items of Equipment leased hereby is November 12, 1993. The

Initial Term for the Items of Equipment leased hereby shall commence on the Commencement Date and end on January 1, 2009.

3. Lessee shall pay to Lessor, in accordance with the terms of the Lease Agreement, as basic rent, Rental Payments with respect to the Initial Term of the lease for the Items of Equipment leased hereby in an amount set forth in Schedule B hereto on the Payment Dates set forth on Schedule B hereto.

4. Lessor's aggregate purchase price for all Items of Equipment leased hereby is \$9,573,930.00 and Lessor's purchase price for each Item of Equipment ("Per Item Purchase Price") is \$54,090.00. Lessee hereby represents and warrants to the Lessor that the aggregate purchase price and Per Item Purchase price set forth above is the aggregate purchase price for the Items of Equipment and the purchase price for each Item of Equipment, respectively, payable by Lessee to Seller under the Purchase Documents. For purposes of the Lease Agreement and this Lease Supplement, the Stipulated Loss Value of each Item of Equipment shall be determined by multiplying the Stipulated Loss Value Percentage (as specified in Schedule C hereto) applicable to the applicable Succeeding Payment Date or Next Succeeding Payment Date, as defined in Section 13 of the Lease Agreement (in the event of a Loss), or in which payments upon an Event of Default are required by Lessor to be made (in the event of an Event of Default), by the Per Item Purchase Price.

5. Lessee hereby confirms to Lessor that Lessee has accepted the Items of Equipment leased hereby for all purposes hereof and of the Lease Agreement as being in good working order and repair and without defect or inherent vice in title, condition, design, operation or fitness for use; provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Equipment leased hereby against Seller or any subcontractor or supplier of Seller, under the Purchase Documents or otherwise.

6. In the event that the financing of the Items of Equipment hereunder and/or any other Lease Supplement and under the Lease Agreement is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Lease Agreement and this Lease Supplement and all other Fundamental Agreements, Lessee grants Lessor and its assigns and their successors a first priority security interest in the Items of Equipment identified herein and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including

insurance proceeds) therefrom (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement the Lease Agreement and/or this Lease Supplement (or copy thereof, where permitted by law) as Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

7. All of the terms and provisions of the Lease Agreement are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

8. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

9. This Lease Supplement shall be governed by the internal laws (as opposed to conflicts of laws provisions) laws of the State of New Jersey.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written.

AT&T COMMERCIAL FINANCE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

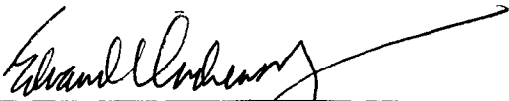
SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written.

AT&T COMMERCIAL FINANCE CORPORATION

By:   
Name: Edward W. Andrews, Jr.  
Title: President

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: \_\_\_\_\_  
Name:  
Title:

County of Morris

On this \_\_\_\_ day of December, 1993, before me personally appeared, Edward W. Andrews, Jr., to me personally known, who being by me duly sworn, says that (s)he is the President of AT&T COMMERCIAL FINANCE CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December \_\_, 1993 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cynthia O. Kavel  
Notary Public

[Notarial Seal]

My commission expires My Commission Expires September 29, 1996

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written.

AT&T COMMERCIAL FINANCE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: L. C. Faubus  
Name:  
Title:

State of California       )  
                                  )  
County of San Francisco )

On December 22, 1993, before me, Heidi A. Stoll, Notary Public, personally appeared L. C. Yarberry, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Heidi A. Stoll



SCHEDULE A

Equipment description: 100-ton twin trough coil steel flat cars

Manufactured by: Thrall Car Manufacturing Company

Car Numbers

SP 500001 through SP 500177, inclusive.

**AMENDED & RESTATED  
LEASE SUPPLEMENT 1  
Schedule B**

| <b><u>Rental</u><br/><u>Payment Date</u></b> | <b><u>Rental</u></b> |
|--|----------------------|
| 1/3/94                                       | \$127,563.88         |
| 4/1/94                                       | 234,301              |
| 7/1/94                                       | 234,301              |
| 10/1/94                                      | 234,301              |
| 1/1/95                                       | 234,301              |
| 4/1/95                                       | 234,301              |
| 7/1/95                                       | 234,301              |
| 10/1/95                                      | 234,301              |
| 1/1/96                                       | 234,301              |
| 4/1/96                                       | 234,301              |
| 7/1/96                                       | 234,301              |
| 10/1/96                                      | 234,301              |
| 1/1/97                                       | 234,301              |
| 4/1/97                                       | 234,301              |
| 7/1/97                                       | 234,301              |
| 10/1/97                                      | 234,301              |
| 1/1/98                                       | 234,301              |
| 4/1/98                                       | 234,301              |
| 7/1/98                                       | 234,301              |
| 10/1/98                                      | 234,301              |
| 1/1/99                                       | 234,301              |
| 4/1/99                                       | 234,301              |
| 7/1/99                                       | 234,301              |
| 10/1/99                                      | 234,301              |
| 1/1/00                                       | 234,301              |
| 4/1/00                                       | 234,301              |
| 7/1/00                                       | 234,301              |
| 10/1/00                                      | 234,301              |
| 1/1/01                                       | 234,301              |
| 4/1/01                                       | 234,301              |
| 7/1/01                                       | 234,301              |
| 10/1/01                                      | 234,301              |
| 1/1/02                                       | 234,301              |
| 4/1/02                                       | 234,301              |
| 7/1/02                                       | 234,301              |
| 10/1/02                                      | 234,301              |
| 1/1/03                                       | 234,301              |
| 4/1/03                                       | 234,301              |
| 7/1/03                                       | 234,301              |
| 10/1/03                                      | 234,301              |
| 1/1/04                                       | 234,301              |
| 4/1/04                                       | 234,301              |

Page 2  
Supplement 1  
Schedule B

| <u>Rental</u><br><u>Payment Date</u> | <u>Rental</u> |
|--------------------------------------|---------------|
| 7/1/04                               | 234,301       |
| 10/1/04                              | 234,301       |
| 1/1/05                               | 234,301       |
| 4/1/05                               | 234,301       |
| 7/1/05                               | 234,301       |
| 10/1/05                              | 234,301       |
| 1/1/06                               | 234,301       |
| 4/1/06                               | 234,301       |
| 7/1/06                               | 234,301       |
| 10/1/06                              | 234,301       |
| 1/1/07                               | 234,301       |
| 4/1/07                               | 234,301       |
| 7/1/07                               | 234,301       |
| 10/1/07                              | 234,301       |
| 1/1/08                               | 234,301       |
| 4/1/08                               | 234,301       |
| 7/1/08                               | 234,301       |
| 10/1/08                              | 234,301       |
| 1/1/09                               | 234,301       |

**Amended and Restated Lease Supplement 1**

**Schedule C**

| <b>Lease Quarter<br/>with respect<br/>to which<br/>SLV is to<br/>be determined</b> | <b>Stipulated<br/>Loss Value<br/>Percentage</b> | <b>Lease Quarter<br/>with respect<br/>to which<br/>SLV is to<br/>be determined</b> | <b>Stipulated<br/>Loss Value<br/>Percentage</b> |
|--|---|--|---|
| 1  | 106.026997                                      | 31   | 88.687439                                       |
| 2  | 106.078586                                      | 32   | 87.595076                                       |
| 3  | 106.045883                                      | 33   | 86.470787                                       |
| 4  | 105.959983                                      | 34   | 85.322307                                       |
| 5  | 105.821537                                      | 35   | 84.163495                                       |
| 6  | 105.637972                                      | 36   | 82.976082                                       |
| 7  | 105.405411                                      | 37   | 81.751943                                       |
| 8  | 105.127659                                      | 38   | 80.502070                                       |
| 9  | 104.800240                                      | 39   | 79.234232                                       |
| 10   | 104.434861                                      | 40   | 77.941792                                       |
| 11   | 104.032433                                      | 41   | 76.628148                                       |
| 12   | 103.592380                                      | 42   | 75.288756                                       |
| 13   | 103.110339                                      | 43   | 73.939245                                       |
| 14   | 102.595175                                      | 44   | 72.567272                                       |
| 15   | 102.051170                                      | 45   | 71.172929                                       |
| 16   | 101.474167                                      | 46   | 69.751653                                       |
| 17   | 100.859402                                      | 47   | 68.319057                                       |
| 18   | 100.214638                                      | 48   | 66.862779                                       |
| 19   | 99.539815                                       | 49   | 65.382893                                       |
| 20   | 98.829221                                       | 50   | 63.874819                                       |
| 21   | 98.077195                                       | 51   | 62.354151                                       |
| 22   | 97.293107                                       | 52   | 60.808509                                       |
| 23   | 96.476959                                       | 53   | 59.237947                                       |
| 24   | 95.622943                                       | 54   | 57.637867                                       |
| 25   | 94.725366                                       | 55   | 56.023842                                       |
| 26   | 93.793546                                       | 56   | 54.383472                                       |
| 27   | 92.835769                                       | 57   | 52.716793                                       |
| 28   | 91.843369                                       | 58   | 51.019185                                       |
| 29   | 90.811821                                       | 59   | 49.306200                                       |
| 30   | 89.754244                                       | 60   | 47.556252                                       |